

I. INTRODUCTION

Purpose and Background

Purpose

The Human Resources (HR) Department of the City of Houston is requesting proposals from information technology staffing agencies wishing to provide information technology staffing resources to City departments on an as-needed basis in accordance with the terms, conditions and instructions set forth in this Request For Proposal (RFP). The information technology staffing resources includes, but is not limited to, the following technical services: IT infrastructure, servers, desktop support, and application services. The City will utilize the job ordering methods of "Contract", "Payrolling" and "Specilized" when requesting services from successful proposers. Temporary employee services for financial, office clerical and other administrative type services are issued under a separate RFP.

It is the City's intent to award contracts to provide information technology staffing resources for the duration of one-year and may be renewed for two (2) successive one-year terms, or portion thereof, under the same terms and conditions.

Background

The HR's Temporary Employee Services (HRTES) section assists customer city departments with the acquisition of information technology staffing resources and temporary employees. HRTES performs all acquisition and ongoing contract administration tasks, which allows the city departments to focus on their project tasks and deadlines. The city utilizes a web-based application known as TESP to create, administer and maintain records related to information technology staffing resources and temporary employee assignments. TESP is accessible to customer city departments, HRTES and contracted vendors.

At present, the City has 16 temporary employee/information staffing resources contracts with vendors. 50% of the contracts are with vendors that are city Minority Women Disadvantaged Business Enterprise (MWDBE) certified companies. With HRTES's administrative oversight, the City has created an environment where vendors are providing highly qualified information technology staffing resources and temporary employees to city departments at competitive rates.

In order to continue providing city departments with highly qualified information technology staffing resources at competitive rates, the City is requesting properly submitted proposals no later than **Friday, September 22, 2006 at 11:00 am (CST)**, from qualified Proposers who meet the requirements as outlined in this RFP.

The remaining sections of this RFP provide requirements, general information, instructions for submitting responses, vendor requirements, and the terms and conditions of the expected agreement.

II. GENERAL INSTRUCTIONS

Submittal Procedure

One (1) original proposal, signed in BLUE ink, and Four (4) copies of the proposal and a computer disk with all rate and markup information in MS Excel format are to be submitted in a sealed envelope or a box and delivered to:

City of Houston
City Secretary's Office
900 Bagby, City Hall Annex Room P101
Houston, Texas 77002

The deadline for the submittal of the proposal is Friday, September 22, 2006 at 11:00 am. (CST). Failure to submit the required number of copies as stated above may be subject for disqualification from the proposal process. Please clearly label the package **"Proposal for Information Technology Staffing Resources". RFP 07801002-IT**

Respondents may elect to either mail or personally deliver their proposals to the City Secretary's Office. Use of mail, courier, or any means other than hand delivery will be at the sole risk of the proposer, and any proposal that is not actually received in the office by the deadline will not be considered.

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

Proposal Format

The proposal is to be typed and an original proposal must be signed in BLUE ink by a duly elected or appointed officer who is authorized to do so. Legibility, clarity, and completeness are important and essential elements of the proposal. The proposal must be bound and sealed when submitted.

1. Elaborate brochures or detailed presentations beyond those sufficient to present a complete and effective proposal are not desired. In short, please follow these guidelines:
2. Submit the responses in WHITE or BLACK generic binders (could be 2-inch, 3-inch, 4-inch or 5-inch circular ring binders). **NO FANCY OR CUSTOMIZED BINDERS** needed.
3. The prototype, or the primary binder, which will also contain the original signatures of all signed documents and exhibits, should be boldly labeled, **"ORIGINAL."**
4. Place the **"Table of Contents"** on top of all documents, even before the "Transmittal Letter." In other words, the "Table of Contents" should be the first page seen when the binder is opened.
5. Number all pages sequentially. Use a Bates stamp to number the pages, in case they are produced from different departments, divisions or sections of your company. In the event that all documents cannot be numbered sequentially but tabs are used to separate the documents, please indicate—in the "Table of Contents"—where pertinent information, especially Exhibits, Attachments and required forms can be found. For example: If the Financial Statement is under Tab 7, on pages 15-23, please indicate it in the "Table of Contents" thus:

Financial Statement.....Tab 7, pages 15-23

6. Your answers should be crisp, straightforward and responsive. Please avoid long, rambling and verbose statements. The answer to each question should be limited to LESS than 250 words, if possible.
7. If need be, you may refer to an answer which is responsive to a previous question provided the two questions are in the same section of the questionnaire. For example: If the answer to Question 9 is the same as or similar to Question 3, under "Vendor Qualifications," you may refer to the previous answer. But do not make references to answers from different sections of the document in a manner that makes it cumbersome to find the reference. Where extraordinary circumstances compel the need to reference an answer outside the scope of a particular section, please pinpoint the exact page, section and/or paragraph where the answer can be found. Please avoid vague references such as: "See the attached brochure" or "See the attached newsletter."
8. The primary binder (marked "Original") should contain ALL the responses to the RFP. Apart from financial statements, the only booklet required is your agency **Employee Handbook**, no brochures, directories, newsletters, promotional materials, etc. should be submitted in the primary binder.
9. Please label the SPINES and place the Title Page on the front covers of each of the binders.
10. The proposal must be signed by individual(s) legally authorized to bind the Proposal and the Transmittal Letter **must contain a statement** that the proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt of best and final offer.

Pre-Proposal Conference

A pre-proposal conference will be held **Friday, September 15, 2006 at 1:00 p.m. CST**, at the Bob Lanier Public Works and Engineering Building, 611 Walker, Garden Level Auditorium, Houston, Texas. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up substantive questions.

Additional Information and Specifications Changes

Requests for additional information and questions should be emailed to: Chas Smith at Charles.Smith@cityofhouston.net no later than **Wednesday, September 13, 2006 at 1:00 pm CDST**. The City of Houston shall provide a written response to all relative questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the website: <http://www.houstontx.gov/hr/rfppages/rfps.htm> in the Section entitled, 'Addenda.' All changes to the Request for Proposal will also be posted on the same website. Check the website daily for updates.

Conflict of Interest Questionnaire

By law a "Conflict of Interest Questionnaire" must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

Addenda & Modifications

All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing proposal responses. *All contacts that a Proposer may have had before or after receipt of this RFP with any individuals, employees, or*

representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.
The City does not assume responsibility for the Proposers' receipt of any addendum placed on the website.

Examination of Documents And Requirements

Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

Post-Proposal Discussions With Proposers

It is the City's intent to commence final negotiation with the Proposers deemed most advantageous to the City. The City reserves the right, however, to conduct post-proposal discussion with any Proposer who has a realistic possibility of a contract award including requests for additional information and requests for "Best and Final" offers.

Changes in the terms and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between a potential Proposer and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

City Contractor Ownership Disclosure Ordinance

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

Completion of the form in **EXHIBIT 6** "Affidavit of Ownership or Control"—will satisfy this requirement. Failure to provide this information may be just cause for rejection of your proposal.

Drug Detection and Deterrence Procedures for Contractors

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer must certify its compliance with this policy. **EXHIBIT 8** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). The forms must be completed and submitted with the proposal.

City of Houston Fair Campaign Ordinance

The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value of \$30,000 or more, regardless of the way by which it was solicited or awarded. **EXHIBIT 9** of this RFP describes the contract and documentation requirements relating to this ordinance.

Temporary Employee Services Program Administration

Ramiro Cano, Human Resources Assistant Director, shall provide overall program administration. Questions regarding the scope of services, program utilization, and proposal requirements, etc. may be addressed at the pre-proposal conference.

Anticipated Timeline

The chart below summarizes some key task dates listed elsewhere in the RFP. For details and instructions, proposers will refer to specific times and dates for critical activities listed elsewhere in the RFP.

Task	Date
Release RFP	August 31, 2006
Deadline for pre-proposal conference questions	September 13, 2006
Pre-proposal conference	September 15, 2006
Proposals due	September 22, 2006
Analysis of proposals, clarification of proposals, Presentations, if necessary	September 23- 30, 2006
Finalize Documentation and Recommendations	October 1-2, 2006
City Council acts on recommendations	October 11, 2006
Award Notifications	Upon Council Approval
Effective Date	November 1, 2006

III. PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. The City will not be responsible for locating or securing information that is not included in the response. Failure to furnish adequate information with the response may result in it being deemed incomplete and non-responsive, resulting in rejection.

1. **Title Page** Show the RFP number, subject, name of the proposer, address, telephone number and the date.
2. **Table of Contents**: Include a clear identification of the material by section and by page number.
3. **Letter of Transmittal**: The transmittal letter must contain the Proposer's name, business address, legal status (corporation, partnership, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, etc.), Federal Tax Identification No., and primary point of contact for this response. The email address, telephone, fax, and pager number for the primary point of contact for this response must be included. An officer or agent empowered to contractually bind the Proposer will sign the transmittal letter in **blue** ink. By signing the transmittal letter, the Proposer agrees to provide the services described in this RFP and agrees to abide by all the terms and conditions as specified in this document and in any contract resulting from an award based on this RFP.
4. **Transmittal Check List**: Required checklist. (See Exhibit 1)

5. **Scope of Services Section:** This section provides information related to the requested services followed by vendor qualification questions and specific requirements proposers must meet if awarded a contract. Proposers must address all areas in Scope of Service, beyond any other requirements of this RFP, to be considered complete. The response to an item must include the item number. Item responses shall be presented in numerical order. Proposals not addressing these items in this manner may be subject to disqualification at the sole option of the City.

The proposer's response to the questions will be evaluated with the intent of rewarding firms showing the ability, commitment and creativity to meet the City's needs for information technology staffing services. The proposer considered best suited to meeting the City's needs by the HR receives the maximum number of points in this category.

Specific Requirements pages 10-13 must be signed and included as attachments in Scope of Services section following the proposer's questions.

Cost of Services: Proposer must respond and provide pricing and mark-up information for all three job ordering methods: Contract, Payrolling, and Specialized.

The billing rates and mark-up quoted in the proposal must provide for the payment by the successful proposer of all costs including salary and benefits; mandated payroll taxes and the appropriate worker's compensation coverage on each employee. These billing rates must remain firm for each year of the proposal.

Contract Exhibit 3A	Payrolling Exhibit 3B	Specialized Exhibit 3C
Rates by Identified Positions	Information Tech - M/U %	MU %

The pricing and mark-up forms are provided on the downloaded MS Excel file: IT Resources Rates. The file has four spreadsheet tabs to provided pricing and markup information for contract, payrolling and specialized job ordering methods, as well as drug test rate. The proposal pricing and mark-up information must be saved on a diskette provided by the proposer and submitted with the proposal. Printed hard copies must be included in this proposal section.

6. **Minority/Women Business Participation:** Provide copy of certificate if certified as City of Houston MWBE business.
7. **Insurance:** Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance prior to award by the City. (See Exhibit 5)
8. **Certificate of Registration** The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
9. **Affidavit of Ownership or Control** Completed forms entitled "Affidavit of Ownership or Control" form must be provided (See Exhibit 6). Proposers shall provide a notarized Affidavit of Ownership/Control per Code of Ordinance Chapter 15 Article VIII Sec. 15-121 through Sec. 15-126 which addresses City contracts; indebtedness to the City.

10. **Conflict of Interest Questionnaire** By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. (See Exhibit 12) For further information reference http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm
11. **Financial Statement and References** (See Exhibit 6) Please submit your company's audited annual financial statement and Dunn & Bradstreet report for the last two years. Additionally, provide one bank reference and four (4) business references with four (4) letters of reference (preferably from government entities) from the company or companies for which you are providing services applicable in this RFP.
12. **Transition Plan** Proposers should provide a detailed implementation timetable, including an outline of the activities you expect to be performed prior to the stated effective date, completion dates, and the individuals or groups who will have major responsibility or will be participating in each activity, including:
 - a. Contracts completed (the finalized contract must be presented to City Council for the vendor to be officially awarded the City account)
 - b. Payment/Banking arrangements established (Electronic Funds Transfer or paper check payment)
 - c. Account Manager and staff introduction to HRTES
 - d. TESP web-based application training
 - e. TESP access established with the City
 - f. Transition existing assignments-who are the players and how will it be done?
 - g. Temporary Employee Orientation- who are the players and how will it be done?
13. **Immigration Act** Provide a statement indicating that your organization is responsible for and will comply with the Immigration Reform and Control Act of 1986.
14. **Drug & Alcohol Screening.** Complete and return the City's Drug Policy Compliance Agreement and the Drug Policy Compliance Declaration shown in Exhibit 3, Attachment 3-D. You must also provide a rate associated with drug testing those individuals in Safety Impact Positions. **Note: The City of Houston will pay the drug test rate for those contract or specialized position type temporaries who successfully pass their drug screen if requested on the Temporary Request Form.**
15. **City of Houston Fair Campaign Ordinance** Complete and return the City's Form A Contractor Submission List shown in Exhibit 8.
16. **Form 6559 - Transmitter Report** Provide a copy of your Form 6559 Transmitter Report and Summary of Magnetic Media for tax year 2005 (See Exhibit 10).
17. **EEO Requirements** Provide an EEO breakdown of your permanent staff as well as a breakdown of your "information technology staffing" employee pool. (See Exhibit 11) **Note: Do not use percentages.**
18. **Anti Collusion Statement** Provide a signed and dated form. (See Exhibit 12)

IV. SCOPE OF SERVICES

The City is searching for information technology staffing resources agencies that will staff, suitably screen, and timely provide dependable IT staffing on an as-needed basis for network, cabling, and switches/router services; desktop support services; LAN, e-mail and MS Box server services; application program administration services.

Proposer must completely answer all qualification questions and certify by signature that the proposal meets the specific requirements in the RFP.

A. Proposer Qualifications: The City is interested in obtaining the following qualification information to evaluate a proposer's ability to deliver the quality of services requested in this RFP.

1. Company Profile: History, Structure, Vision/Mission, and Philosophy

- a. Briefly explain your company's corporate structure.
- b. What is your company's current Vision/Mission?
- c. Describe the role of your corporate headquarters and branch offices, including the specific role each would play in implementation of a relationship with the City of Houston.
- d. What are the locations of your local offices?
- e. State the experience your firm has had in the last three years with providing information technology staffing services to corporations or government entities that consist of multiple locations and multiple job descriptions

2. Qualifications of Staff: Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving. Provide an organizational chart for the proposed account manager and service team assigned to the City. Attach the following information for each team member:

- a. Biography
- b. Primary responsibility on this account
- c. Years of experience in information technology staffing
- d. Years with the company
- e. Proposed percent of time dedicated to this account (based on 40 hour week)
- f. Contact information (title, phone, fax, address, email).

3. Financial Strength and Insurance

- a. Detail your company's financial position.
- b. What policies are included in your firm's property/casualty insurance portfolio?
- c. What liability coverage does your company currently hold?
- d. What is your company's workers' compensation policy?

4. Recruitment

- a. What recruiting methods/resources do you utilize?
- b. Describe how your company can effectively recruit candidates who will satisfactorily fulfill our staffing requirements.
- c. How do you anticipate changing market conditions? How have you reacted in the past to those changes? (Provide one example)

5. The Hiring Process

- a. Describe your screening, skills-evaluation and interview processes.
- b. Describe in detail your capabilities regarding drug testing and criminal background screening to include federal background screening?
- c. How can your firm fulfill requests for varied positions, such as application programming, network cabling, email server administration and help desk support as well as traditional information technology staffing help?
- d. At a minimum, show how you will staff, screen, and manage, IT personnel.

6. Orientation and Training

- a. Describe the initial orientation provided to your IT employees.
- b. What can your agency do to attract IT employees to your organization?
- c. Does your company have an Employee Handbook? Include the booklet in proposal submission.
- d. If not, explain how employee guidelines are disseminated.
- e. What ongoing training is available?
- f. How are safety issues covered?
- g. What is your reference verification process?
- h. Explain how you train and orient your staff in coordination with City requirements.

7. Service Quality and Evaluation

- a. What are your capabilities for responding to the City's daily requests for IT staffing help?
- b. What are your capabilities for responding to the City's requests for IT help during the aftermath of catastrophic events?
- c. Do you have an automated system in place for assigning high volume employees?
- d. How do you measure your success in filling customers' requests?
- e. What is your annual job fill-rate, and how do you measure it?
- f. How do you measure the quality of IT employee performance?
- g. Explain how you would fulfill a request from a department that would need to be filled in 24-hours, screening included (i.e. administrative assistant).

8. Information Technology Employee Retention

- a. How does your agency address employee retention, motivation, recognition and loyalty?
- b. What benefits do you offer IT employees? What criteria determine eligibility?
- c. How are your IT employees paid? (weekly or bi-weekly)

9. Information Technology Employee Termination

- a. What are your agency procedures for handling terminations? What is the notification process?

10. Primary Provider Relationship

- a. Describe your primary provider/on-site management capabilities.
- b. Please provide references for Primary Provider relationships.
- c. Do you currently provide staffing for government agencies?
- d. Outline the duties and responsibilities of the on-site manager.
- e. Describe your subcontractor selection strategy. What criteria do you use?

- f. Please provide an example of your typical on-site transition plan. Include a suggested timeline.

11. Customer Invoicing

- a. Describe your billing system and capabilities.
- b. Are your invoices processed locally?
- c. Describe the role of your corporate headquarters and branch offices in the invoice processing.
- d. What electronic capabilities do you have available to manage invoicing?

12. MIS Capabilities

- a. Do you have electronic systems in place for tracking, billing, management reporting, minority utilization and employee information?
- b. What types of reports are available?
- c. How are the electronic capabilities consolidated and controlled between headquarters and branches?
- d. What technical support services are available to your employees?

B. Specific Requirements If awarded a contract, Proposers must comply with the following conditions and requirements. If the proposer is unable to meet a condition or requirement, please provide an explanation. The proposer is required to certify on page 13 that the proposer can meet the listed requirements if awarded a contract. Pages 10 –13 (signed) shall be included in the proposal response following the above qualification question responses.

- 1. The Proposer must maintain a local office with standard hours and accessible to new recruits.
- 2. The Proposer will establish and maintain records of all requests submitted by the Human Resources Department, City of Houston IT/Temporary Employee Information Forms and invoices sent to the City for payment. All such records shall be kept at a location accessible to City Representatives and other authorized individuals for review. Proposer will obtain and store a copy of a valid Texas Driver's License or acceptable picture ID, and completed City of Houston IT/Temporary Employee Information Form for each temporary/information technology employee placed with a city department. The Human Resources Department may request a review of these documents.
- 3. The City shall have the right to inspect and audit all such records at the City's expense, and at any time with or without notice.
- 4. Proposer shall prepare payroll checks, make all necessary deductions, and pay all taxes and insurance required by federal, state or local laws.
- 5. The Proposer must have high-speed Internet capability and access. The TESP (Temporary Employee Services Program) windows web-based application is the primary method of temporary/information technology employee placement with the City. This application enables HRTES, City departments and contractor/agency to place and monitor temporaries, confirm assignments, compile reports, and view processed invoices online.

6. If award a contract, the Proposer shall be granted access to the TESP application under the provisions of the contract. TESP application and data integrity must be maintained at all times. TESP access does not extend to any sub-contractors or other parties unless the City grants specific approval.
7. The Proposer must regularly monitor TESP in order to timely respond to information technology staffing services assignment activities.
8. HRTES and other designated Human Resources Department representatives are authorized to place temporary/information technology employee services assignments. The City will not honor any orders accepted by the Proposer from unauthorized representatives.
9. The Proposer will designate a single point of contact or customer service representative in the local office to handle all needs, facilitating communication and insuring quality of performance. The assigned individual should be an experienced staff member and readily accessible. If the assigned individual is replaced, the Human Resources Department must be notified in writing immediately.
10. The Customer Service Representative must become thoroughly familiar with the City's Temporary Services Procedures; the City's personnel needs and job requirements and available for periodic meetings.
11. The Proposer will provide the City of Houston Human Resources Department with a 24-hour telephone number for emergency contact. (This must not be an answering machine/tape recorder.)
12. The information technology staffing agency will complete a confirmation form online via TESP to the Human Resources Department with the name of the IT employee that will report for the assignment with the City unless special activities must take place such as a drug test. The confirmation form should be completed via TESP in a timely manner, after the temporary request form is received.
13. The Proposer will permit the City to hire IT employee personnel the equivalent of 30 working days (240 hours) after assignment begins at no charge to the City.
14. The contractor/agency must timely furnish to the Human Resources Department all invoices for services. The agency invoice information must exactly agree with the agency's confirmation form. Invoices must be submitted within 10 working days of the ending service week date. Notes: A service week is defined as beginning at 12:01 A.M. Monday and ending at 12:00 midnight on the following Sunday.
 - Vendor must supply a non-repetitive numeric invoice number.
 - Temporary/IT employee identification information
 - Department Cost Center
 - Contract Agreement
15. The information technology staffing agency will provide IT staffing based upon award for those position titles in Exhibit II - Contract Position Rate Request (does not apply to information technology staffing agencies).

16. The contractor/agency must provide a monthly activity report to the City of Houston that lists all temporary/IT employees with reported work hours and terminations during the past month. This report will be submitted no later than the 15th of each month.
17. The Proposer will perform on-going performance evaluations with City Supervisors which include check-in calls on the day assignment begins and weekly calls to insure a level of quality performance by their employees.
18. If a Texas Driver's License is required for a specific assignment, the agency must ensure that the employees have and maintain a valid license throughout the assignment by making motor vehicle checks for outstanding tickets and warrants.
19. The Proposer is responsible for administering the proper tests and/or evaluation methods to recruit and employ temporary/IT employees for the City of Houston. In addition to all professional screening, the agency must perform reference checks on all employees. The agency must provide a criminal background check if requested on the Temporary Request Form. If the position title requires specific work experience or operations of equipment, the applicant's skills or licensing must be verified by the agency.
20. The contractor/agency will stress acceptable dress codes, reliability, punctuality and work habits to all workers in accordance with needs of the City of Houston.
21. All rates paid to the IT temporary employees may not be lower than \$7.00 per hour.
22. The City of Houston, represented by the Human Resources Department, must be completely satisfied with the performance of every assigned worker. If not satisfied within four hours of start time and upon notification to the Proposer, all charges for the unsatisfactory employee will be cancelled and a replacement employee supplied, if desired by the City.
23. The City of Houston shall pay only for actual time worked. Should staff needs change after a qualified IT temporary employee reports to work, the City shall pay the Proposer the greater of the hours actually worked or two (2) hours minimum report pay.
24. Straight time shall be paid for the first 40 hours in a workweek. Overtime work shall be paid in accordance with wage and hour laws at time and one-half beyond forty (40) hours in a workweek, unless noted as an "exempted assignment" by the City. Exempted assignments will be paid at straight time exclusively.
25. Overtime must be approved by a City of Houston supervisor prior to being worked. Overtime authorization is noted on the TESP Request Form.
26. Proposer will be paid at net 30-day term based on receipt of itemized invoices submitted along with timesheets showing the services performed. Problem invoices and timesheets will affect timeliness for Agency payments. Resubmitted invoices will be paid based on receipt date.
27. The City of Houston is a single entity for accounting and billing. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

City of Houston / Human Resources Department
Temporary Employee Services Section
611 Walker Street, 4th Floor

Houston, TX 77002

The City of Houston requires timely and accurate accounting and billing information.

28. Proposer will immediately notify in TESP Human Resources Department Temporary Employee Services Section (HRTES) upon termination of their employee(s) in City departments. Follow-up notifications via fax or email is desired.
29. Proposer will provide a rate associated with drug testing those temporaries requested by the City of Houston (Exhibit 3, Attachment 3-D). Describe the applicable testing levels (screen panel). A minimum 5 panel screen is required.
30. Regarding the assigning of account receivables to another party, Proposer will provide an assignment agreement to the Human Resources Department and City Controller for approval identifying the affected contract. The Proposer must provide new assignment agreements if the relationship still exists for awarded future contracts.
31. Insurance. With no intent to limit the organization's liability or the indemnification provisions, the organization, upon award of a contract, shall provide and maintain certain insurance in full force and effect at all times during the terms of the contract and any extensions thereto (See Exhibit 4 – Insurance Requirements, Warranties).
32. Affidavit of Ownership. The City has enacted an ordinance, known as the Delinquent Tax Ordinance that went into effect on 6/2/03. The ordinance requires ALL companies that want to do business with the City to submit an Affidavit - completed in its entirety - stating that they do not owe money to the City or other qualifying entities. Once the Affidavit is received, it will be forwarded to the City Controller's office for a certificate of compliance.

It will be the proposers' responsibility to cure any issues in order to be considered a bona fide proposal. (See Exhibit 5 – Affidavit of Ownership or Control). A new affidavit is completed at the inception of each contract term.

I certify that this proposal can meet the conditions outlined above. If any exceptions apply, they are listed below in detail. A copy of this page is required with your proposal submission.

Date _____

Signature _____

Print Name and Title _____

Name of Company _____

Objections: (State the number and specific condition to which you object. State the reason for the objection.)

V. CONTRACTUAL TERMS, CONDITIONS, EXCEPTIONS AND LIMITATIONS

- 1.** This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 2.** Proposals will become part of the City's official files without any obligation on the City's part. All responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public
- 3.** The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the City, at any time during the proposal evaluation process.
- 4.** In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 5.** The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members evaluating the proposal) for the purpose of influencing consideration of a proposal.
- 6.** Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: (a) responding to this RFP, or (b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate proposals thereof, for the purposes mentioned above
- 7.** All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.** The RFP and the related responses of the selected Proposer will by reference (within a Contract) become part of any formal agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with proposer the exact terms and conditions of the contract.
- 9.** Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.
- 10.** The price agreements shall become effective for a term of one (1) contract year. The City of Houston reserves the option of extending the agreements on an annual basis for two (2) additional one-year terms or portions thereof.
- 11.** If necessary for the completion of services required under the agreement, the City will provide reasonable working space to the Contractor.

- 12.** Clerical support and reproduction of documentation costs shall be the responsibility of the proposer. If required, such support and costs shall be defined in the contract negotiated.
- 13.** Contractor personnel essential to the continuity and successful and timely completion of services should be available for the duration of the agreement unless substitutions are approved in writing by the Human Resources Director.
- 14.** The Contractor will be expected to adhere to all standard contractual requirements of the City which will include but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
- 15.** The City may terminate its performance under a contract in the event of default by the Contractor and failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.** Contractor must promptly report to the City's Human Resources Director any conditions, transactions, situation, or circumstances encountered by the Contractor, which would impede or impair proper and timely performance of the contract.
- 17.** The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
- 18.** The City reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.
- 19.** The City reserves the right to request clarification of any proposal after all proposals have been received.
- 20.** The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and complete the evaluation process based only on the remaining items.
- 21.** Proposers must furnish a "Certificate of Vote" signed by their Chief Executive officer or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the company.
- 22.** The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 23.** After contract execution, the Proposer is the prime contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior express approval from the Human Resources Director.

24. Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.

25. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

26. Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Human Resources Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

27. City representatives have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

28. The proposals shall become part of the City's official files without any obligation on the City's part and will be subject to the Texas Public Information Act.

29. All invoices for services provided as a result of this proposal for the period specified in the contract must be submitted within thirty (30) working days after contract termination to be considered for payment by the City of Houston.

Indemnity and Release

RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS',

OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

INDEMNIFICATION

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

Indemnification Procedures

Notice of Claims:

If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- a description of the indemnification event in reasonable detail,
- the basis on which indemnification may be due, and
- the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 days period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffer loss, or incurs expense because of the delay.

2. Defense of Claims:

A. Assumption of Defense: Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

Continued Participation:

If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Insurance Requirements

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

Insurance

Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

1. Commercial General Liability Insurance including Contractual Liability:

\$500,000 per occurrence;

\$1,000,000 aggregate, (defense costs excluded from face value of the policy)

2. Workers' Compensation including Broad Form All States Endorsement:

Amount shall be statutory amount.

Employer's Liability cannot be used as a substitute for Workers' Compensation

3. Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

4. Employer's Liability

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

5. Professional Liability Coverage

\$1,000,000 per occurrence

\$1,000,000 aggregate

6. Commercial Crime Policy

The Agency shall furnish a Commercial Crime Insurance Policy for ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00) to the City that shall remain in effect throughout this Agreement. The Policy shall name the City of Houston as a loss payee as its interest may appear and the Agency as the party responsible for payment of any and all deductible amounts. The policy must be approved by the City Attorney. Upon Agency's execution of this Agreement Agency shall deliver the original policy to the Director.

7. City named as additional insured.

Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance

coverage shall authorize the City, at its option, to terminate this Contract at once.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

(See Insurance Requirements Exhibit for a sample insurance certificate format).

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

2. Form of Policies: The Human Resources Director may approve the form of the insurance policies, but nothing the Human Resources Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Human Resources Director's actions or in-actions do not waive the City's right under this Agreement.

3. Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

4. Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

5. Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

6. Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Human Resources Director 30 days' advance written notice. Contractor shall give written notice to the Human Resources Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

7. Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

8. Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

9. Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

10. Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Human Resources Director.

11. Proof of Insurance

A. On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Human Resources Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Human Resources Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

B. Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Human Resources Director, at his or her sole discretion, may

Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

C. The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

12. Other Insurance: If requested by the Human Resources Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

Contractor Performance Language

Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Human Resources Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

Inspections and Audits

City representatives have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

VI. EVALUATION OF PROPOSAL

The Human Resources Department shall evaluate proposals using the following criteria:

- A. Quality of response submitted (all questions addressed)
- B. Experience with providing similar services
- C. Experience of agency staff
- D. Ability to meet timing requirements to fulfill an order
- E. Reasonableness of cost projections
- F. Ability to offer qualified information technology staffing resources in a timely manner

Proposers should bear in mind that any proposal that is unrealistic in terms of commitments, or unrealistically high or low in cost, will be deemed reflective of the Proposers lack of competence or failure to understand the City's requirements set forth in this RFP.

Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Proposer to contact and/or influence evaluators may result in disqualification of proposal.

EXHIBIT 1

TRANSMITTAL CHECKLIST

IMPORTANT**2006 Agency Transmittal Checklist**

AGENCY NAME: _____

Please check appropriate response line.

1.	One Original and Four (4) copies provided	Yes		No	
2.	Title Page	Yes		No	
3.	Table of Contents	Yes		No	
4.	Transmittal Letter and Transmittal Checklist	Yes		No	
5.	Cost of Services (include diskette) a. Payrolling percentage & breakdown b. Contract position rates & breakdown c. Specialized personnel percentage & breakdown d. Drug test charge	Yes		No	
6.	Scope of Services Signature Page	Yes		No	
7.	Insurance Certificate or Letter of Intent to Comply: General and Professional Liability Auto Liability Worker Compensation	Yes Yes Yes	 _____ _____ _____	No No No	 _____ _____ _____
8.	The City is named as an Additional Insured	Yes		No	
9.	License to operate in Texas	Yes		No	
10.	Affidavit of Ownership/Control	Yes		No	
11.	Financial Statement	Yes		No	
12.	Years in business (Total) (Houston)	# Yrs			
13.	References (4 letters from business reference and 1 bank reference)				
14.	Minority Firm (certified by City as MWDBE)	Yes		No	
15.	Immigration Act statement	Yes		No	
16.	Fair Campaign Ordinance Submission List	Yes		No	
17.	Drug Policy Compliance Declaration & Agreement	Yes		No	
18.	Form 6559 Transmitter Report	Yes		No	
19.	EEO Breakdown of permanent and temporary employees	Yes		No	
20.	Number of Temporaries available (temp agency only)	#			
21.	Employee Handbook				
22.	Anti-Collusion Statement	Yes		No	
23.	Conflict of Interest Form	Yes		No	

EXHIBIT 2

**CONTRACT POSITION TITLE
JOB DESCRIPTIONS**

**CITY OF HOUSTON JOB DESCRIPTIONS
INFORMATION TECHNOLOGY STAFFING**

Job Category: Information Technology Personnel

Job Title

Help Desk Coordinator
Senior Help Desk Coordinator
Telecommunications Specialist
Senior Desktop Support Analyst
Senior Communications Technician
Senior Computer Operator
Software Systems Programmer (Mainframe)
Programmer/Analyst
Senior Programmer/Analyst
Data Base Administrator – Microcomputer Environment
Data Base Administrator – Application Environment
Web Developer
Senior Systems Support Analyst – Application Development
Systems Consultant – Applications Development
Network Administrator (LAN/WAN)
Senior Network Administrator (LAN/WAN)
Systems Consultant - Network Security
Systems Administrator - IP Telephony (VOIP)
Systems Administrator - Server Administrator
Systems Administrator - Exchange Administrator
IT Project Manager
Senior IT Project Manager

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: HELP DESK COORDINATOR

Provides initial support and assistance to computer users with routine hardware, software, and network problems or questions by utilizing a technical knowledge of operating systems, equipment, application packages and troubleshooting techniques. Receives initial requests from computer users regarding hardware, software or network connection problems or questions. Prioritizes requests and enters relevant data into a computerized tracking system. Identifies, investigates, diagnoses and resolves routine microcomputer or mainframe hardware, software, network or system problems reported to the help desk. Refers more difficult problems or non-routine requests to other technical support staff or supervisors. Places service calls with vendors, when required, and coordinates services for the user. Advises users of the on-going status of their request and performs follow-up calls to ensure complete problem resolution and satisfactory service. Notifies supervisor of any problems or delays in service. Provides "how-to" instructions using a variety of reference manuals and on-the-job training and experience. May suggest revisions or updates to the Help Desk Reference and/or Procedures Manual used for problem determination and resolution. May prepare monthly and annual reports summarizing activity levels and performance indicators (i.e. number of service calls, turnaround time). Performs other duties as assigned.

Knowledge:

Requires an Associate's degree in Computer Science, Information Science, Electronic Technology or a closely related field.

Minimum Experience Required:

No experience is required.

Two years of experience in troubleshooting and diagnosing computer malfunctions in a mainframe or microcomputer environment may be substituted for the degree requirement.

Preferred Special Skills:

Proficiency in MS Office applications, Windows desktop operating systems (Windows 95/98/NT/2000/XP), Windows Server operating systems, Active Directory, remote connectivity tools, Windows Terminal Services. Proficiency with help desk management tools like Remedy and HEAT preferred.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SENIOR HELP DESK COORDINATOR

Provides support for moderately complex problem resolution involving mainframe applications, systems software, local area network (LAN) connections, computer hardware (i.e. network servers, printers, terminals, and modems), and computer software packages (i.e. word processing, spreadsheets, electronic mail, and calendar applications). Receives initial requests from computer users regarding hardware, software or network connection problems or questions. Prioritizes requests and enters relevant data into a computerized tracking system. Identifies, investigates, diagnoses and resolves routine microcomputer or mainframe hardware, software, network or system problems reported to the help desk. Refers more difficult problems or non-routine requests to other technical support staff or supervisors. Places service calls with vendors, when required, and coordinates services for the user. Advises users of the on-going status of their request and performs follow-up calls to ensure complete problem resolution and satisfactory service. Notifies supervisor of any problems or delays in service. Provides "how-to" instructions using a variety of reference manuals and on-the-job training and experience. May suggest revisions or updates to the Help Desk Reference and/or Procedures Manual used for problem determination and resolution. May prepare monthly and annual reports summarizing activity levels and performance indicators (i.e. number of service calls, turnaround time). Performs other duties as assigned.

Knowledge:

Requires an Associate's degree in Computer Science, Information Science, Electronic Technology or a closely related field.

Minimum Experience Required:

One year of experience in troubleshooting and diagnosing computer malfunctions in a mainframe and/or microcomputer environment are required.

Two years of experience requiring troubleshooting and diagnosing of computer malfunctions in a mainframe and/or microcomputer environment may be substituted for the degree requirement.

Preferred Special Skills:

Proficiency in MS Office applications, Windows desktop operating systems (Windows 95/98/NT/2000/XP), Windows Server operating systems, Active Directory, remote connectivity tools, Windows Terminal Services. Proficiency with help desk management tools like Remedy and HEAT preferred.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: TETECOMMUNICATIONS SPECIALIST

Provides initial support and assistance to Cell Phones and Blackberry users with routine hardware and software or questions by utilizing a technical knowledge of mobile devices, equipment, application packages and troubleshooting techniques. Provides telecommunications services for Cell Phone and Blackberry services by initiating new service agreements, coordinating delivery of new services; maintaining billing records; disputing overcharges; facilitating trouble tickets, managing existing accounts. Prioritizes requests and enters relevant data into a computerized tracking system. Identifies, investigates, diagnoses and resolves routine Cell Phone and Blackberry problems reported to the help desk. Refers more difficult problems or non-routine requests to other technical support staff or supervisors. Places service calls with vendors, when required, and coordinates services for the user. Advises users of the on-going status of their request and performs follow-up calls to ensure complete problem resolution and satisfactory service. Notifies supervisor of any problems or delays in service. Provides "how-to" instructions using a variety of reference manuals and on-the-job training and experience. May suggest revisions or updates to the Help Desk Reference and/or Procedures Manual used for problem determination and resolution. May prepare monthly and annual reports summarizing activity levels and performance indicators (i.e. number of service calls, turnaround time). Performs other duties as assigned.

Knowledge:

Requires an Associate's degree in Computer Science, Information Science, Electronic Technology or a closely related field.

Minimum Experience Required:

No experience is required.

Two years of experience in troubleshooting and diagnosing Cell Phones and Blackberry malfunctions in a business environment may be substituted for the degree requirement.

Preferred Special Skills:

Proficiency in MS Office applications, Windows desktop operating systems (Windows 95/98/NT/2000/XP). Proficiency with help desk management tools like Remedy and HEAT preferred.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SENIOR DESKTOP SUPPORT ANALYST

Provide technical support and or manages a small to medium-sized Local Area Network (LAN); assists users with installation, training and technical support for personal computers. Evaluates vendor packages to determine suitability for users. Designs and implements personal computer and LAN server databases. Develops and implements personal computer applications using a variety of software tools. May oversee the work of other analysts in supporting personal computer environments. Designs and implements micro-to-mainframe computer system linkages. Installs hardware and software; troubleshoots hardware and software problems. Designs and installs Local Area Networks (LAN). Researches and evaluates software technology and applications, maintains files on vendor equipment and software packages, their capabilities, price, performance and etc.

Knowledge:

Requires a Bachelor's Degree in Computer Science, Mathematics and INFORMATION TECHNOLOGY.

Minimum Experience Required:

Three years plus professional experience in system analysis, design programming, or closely related field.

Preferred Special Skills:

Disassembly and reassemble PC LAN equipment. Extensive PCs Software installation skills. Working knowledge and experience with software including MS DOS, Windows 95/98/NT/2000/XP products inclusive of Office 97/2000/XP/2003, WordPerfect, Word, Excel, and Quattro Pro. Familiarity with Novell environment. Internal electronic, electrical and mechanical PC knowledge.

Must be able to plan projects using MS Project or other planning tools. Must have good writing skills. Must be able to develop procedures and standards for various technical environments.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SR COMMUNICATIONS TECHNICIAN

Schedules and reviews subordinates' work and performs skilled technical tasks in the installation, maintenance and repair of City communications systems, including voice, data communications cabling and telephone network systems. Trains and oversees assigned subordinates; assists with unusual or difficult installations and or repairs. Serves as lead technician in the repair of telecommunications equipment; assigns work to subordinate technicians/trainees. Analyzes the installation and maintenance of telecommunications equipment; diagnoses and repairs malfunctions, performs periodic maintenance. Troubleshoots and performs in-shop and field functions to repair, install, remove and or relocate systems, components and equipment. Requires the ability and knowledge for analysis and interpretation of procedures, policies and practices attainable through specific education and or training programs in a specialty education or technical field. Requires advanced vocational or electronic skills or a basic knowledge of a professional field.

Knowledge:

An Associates degree or certification/licensing in a technical specialty program of over 18 months and up to 3 years duration are characteristic of this level

Minimum Experience Required:

Two years of experience with an Associates degree or four (4) years related experience.

Preferred Special Skills:

Experience with a variety of communications environments such as AT&T / Lucent voice equipment and Northern, CISCO, equipment. Able to interface with departmental coordinators and vendors regarding installations, repairs, procurement, and resolution of product issues.

PC data entry. Extension connectivity and on site administration of Lucent PBX systems 75s, 85s and G-3's; Northern's Meridian Norstar 6x16, 8x24, and 0x32 keysystems; and Executone's Isoetec keysystems.

Must be able to plan projects using MS Project or other planning tools. Must be able to develop procedures and standards relating to a variety of technical environments.

In some City Departments, preference will be given to those individuals presently maintaining an FCC first class radio/telephone operator license.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SENIOR COMPUTER OPERATOR

Directs, controls, and monitors the operation of electronic computers and related peripheral equipment, including troubleshooting activities, subordinate/user training, and departmental administration. Operates and monitors appropriate computers and related peripherals according to established guidelines and procedures. Provides subordinates/user operational training. Performs routine maintenance of computer equipment and peripherals. Performs troubleshooting activities. Provides guidance to lower level personnel. Performs basic departmental administrative activities. Knowledge of grammar, spelling, punctuation and mathematical functions as might be acquired through specialized training of up to nine months of education or training beyond the high school level.

Knowledge:

High School Graduate, GED or work experience equivalent to 5 years operational background.

Minimum Experience Required:

Two years of experience operating mainframe computers and peripheral equipment as described above is required.

One year of help desk or support desk training and/or experience is required for those sites dealing with the PC/LAN systems and client/server technologies.

Preferred Special Skills:

Must have experience in operations at large data centers.

At the Municipal Data Center, familiar with ZOS, CICS, Netmaster, TSO on a IBM Z890 or plug compatible mainframe system, Xerox 4635MX and DP180MX printer operation, 3480,3490 cartridge and 3420 tape operation.

OR

At the Parks and Recreation Department Data Centers, familiar with OS 1100 Operator Skills, Tape Handling and Backup knowledge.

OR

In some departments, proficient user of Windows 95/98/NT/2000/XP products inclusive of Office 97/2000/XP/2003. Extensive knowledge of PCs, LAN systems, client/server technologies.

OR

At the Police Department Data Center, mainframe computer operations on a Unisys 2200/522 computer system, and using the Mapper Operating System. Experience on a VAX Mainframe system, experience operating a HP3000 system, with console operating experience on all of the above mentioned systems.

Must be able to develop procedures relating to the technical environment to which this person is assigned. Must have good written and oral communication skills. Must be able to plan a project.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SOFTWARE SYSTEM PROGRAMMER (MAINFRAME)

Initiates and maintains procedures for reporting on system administration and utilization. Obtains information as to user needs and participates in decisions of necessary courses of action. Initiates projects or services for the generation, modification and maintenance of software. Acts as liaison with the computer manufacturer. Prepares standards and procedures with respect to system software. Provide assistance to applications programmers and analysts on the usage of available resources in relation to software and hardware. Provide assistance in resolving problems between programming and computer operating staffs. This position requires a thorough understanding of both theoretical and practical aspects of an analytical or professional discipline; or the basic knowledge of more than one professional discipline.

Knowledge:

Requires a Bachelor's degree in Computer Science, Mathematics, Management and Information Systems (MIS) or a closely related field. Certificates for appropriate in-class technical training for software components/modules to be supported in ZOS, UNIX, GCOS6/Escala, or OS1100/Mapper would be viewed favorably.

Minimum Experience Required:

The City uses a variety of technical environments. Candidate must have four years experience in installation and maintenance of current releases of ZOS with System Administration activities. Experience in installing and troubleshooting new application and system software releases. Knowledge of the discipline would normally be obtained through a formal 4-year degree in Computer Science or closely related field from a college or university or an equivalent in-depth specialized training program that is directly related to the type of work being performed. At the appropriate Data Centers, experience in Bull GCOS6 and Escala, or Unisys Mapper and OS1100 skills.

Preferred Special Skills:

Must be able to support a variety of technical environments and third party soft wares.

Operating Systems installation and maintenance for ZOS or OS/390.

OR

At the Fire Department Data Center, knowledge and experience in Honeywell/Bull GCOS6 and Bull Escala.

OR

At two Data Centers, Unisys mainframe OS1100 skills, including Mapper.

Must be able to develop project plans using tools such as Microsoft Project.

Must be able to develop procedures and standards related to a variety of technical environments. Good writing skills required.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: PROGRAMMER ANALYST

Provides complex technical support in computer programming systems design, analysis, and maintenance. Designs, writes, codes and implements computer programs as directed. Tests new and upgraded programs and computer equipment. Trains department computer users on new programs/software. Analyzes performance of existing hardware and software. Corrects software problems as directed. Reviews daily reports and produces backup data files on tape and diskette. Monitors, updates and verifies databases and database files. Write subroutines, macros and utility programs. The position also requires a thorough understanding of both theoretical and practical aspects of an analytical, technical or professional discipline.

Knowledge:

Requires a Bachelor's degree in Computer Science, Business Administration, Engineering, Mathematics or closely related field.

Minimum Experience Required:

Two years of hands-on experience in systems analysis, design, programming and / or a closely related field are required. May require specialized training program of work being performed.

Preferred Special Skills:

Experience in VB.NET, ASP.NET, Access, SQL Server, and Crystal Reports is required. Must be able to configure Web Servers using either Apache or Microsoft IIS. Microsoft Certification for MCSD/MCAD and exposure to Oracle software is preferred. Must have excellent written and presentation skills.

Specific assignment requests may require knowledge of a variety of development environments. Programming skills in HTML, PERL, UNIX Shell (bash/tsh/csh/ksh), C, C++, and JAVA. OS skills in HPUNIX, Linux, and BSD.

COH environment sampling: Windows 95/98/NT/2000/XP products inclusive of Office 97/2000/XP/2003, Fox Pro, Visual Basic, and Novell LAN.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SENIOR PROGRAMMER ANALYST

Provides complex and responsible technical support in computer programming and systems design, testing, implementation and maintenance. Serves as project leader on the design and implementation of complex computer systems and applications such as existing systems analysis and modification, new systems analysis and design. Develops and maintains systems documentation and user operations manuals. Assists computer users with analysis and design specifications for new or enhanced systems. Solves problems with computer hardware and application. Maintains production systems after installation; maintains contact with users in maintenance of existing system. Coordinates inventory maintenance of all software documentation and technical manuals. Develop and maintains standard procedures pertinent to systems development, programming and documentation. Requires a thorough understanding of both theoretical and practical aspects of an analytical, technical or professional discipline.

Knowledge:

Requires a Bachelor's degree in Computer Science, Business Administration, Engineering, Mathematics or closely related field.

Minimum Experience Required:

Three years of experience in systems analysis, design, programming and / or a closely related field are required. May require in-depth specialized training of work being performed.

Preferred Special Skills:

Experience in VB.NET, ASP.NET, Access, SQL Server, and Crystal Reports is required. Must be able to configure Web Servers using either Apache or Microsoft IIS. Microsoft Certification for MCSD/MCAD and exposure to Oracle software is preferred. Must have excellent written and presentation skills.

Specific assignment requests may require knowledge of a variety of database languages and experience in payroll, personnel, financials, purchasing and inventory systems.

COH environment sampling: American Management Systems Core, Natural, TSO and JCL, UNIX, Cobol mainframe, AS400, PPG, PACE, Focus, Bull DM6TP, IDS2-46L RDBMS, Oracle Informix, SQL 2000/2005, GUI: Windows Family, MTIF, PowerBuilder, Delphi and C++, Visual Basic, FoxPro, MS Access, Data warehouse.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: DATA BASE ADMINISTRATOR - MICROCOMPUTER ENVIRONMENT

Designs and implements database formats through analysis of data requirements. Schedules and coordinates routine maintenance of the application database. Designs and develops database formats utilizing data requirements derived from application analysis. Documents application database and structure to provide substantial support for statements made or applications proposed. Ensures database integrity by setting up database backup and recovery procedures. Coordinates training for application personnel, including various aspects of database usage. Requires a thorough understanding of both theoretical and practical aspects of an analytical, technical or professional discipline; or the basic knowledge of more than one professional discipline.

Knowledge:

Knowledge of the discipline that would normally be obtained through a formal 4 year degree in Computer Science, Mathematics, Management & Information Systems from a college or university or an equivalent in-depth specialized training program that is directly related to the type of work being performed. Prefer individuals with classroom as well as on the job Oracle training.

Minimum Experience Required:

Four years of professional experience in database administration, systems analysis, design, programming of personal computer applications, with a minimum of two years as an Oracle DBA. Must demonstrate knowledge of Oracle RDMS installations, maintenance, design and data modeling. Experience in developing backup, recovery, and archiving procedures, and physical and logical disk assignments and disk optimization.

Preferred Special Skills:

Experience in VB.NET, ASP.NET, Access, SQL Server, and Crystal Reports is required. Must be able to configure Web Servers using either Apache or Microsoft IIS. Microsoft Certification for MCSD/MCAD and exposure to Oracle software is preferred. Various databases such as ORACLE database in client server environment, Visual Basic, FoxPro, Microsoft ACCESS, Power Builder, or data warehouse development. Windows NT/2000/2003 or Unix environment.

Must be able to develop procedures and standards related to databases. Must be able to plan projects using MS Project. Good written and oral communications skills.

At some City Departments, preferences will be given to candidates with an appropriate certification such as Microsoft, Sybase or Informix. Working knowledge of AIX/UNIX shell scripts command and kerning; Microsoft Windows 95/98/NT/2000/XP products inclusive of Office 97/2000/XP/2003 and related software. Experience with SQL 2000/2005 and NT/AD integration a plus.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: DATA BASE ADMINISTRATOR - APPLICATION DEVELOPMENT

Designs and implements database formats through analysis of data requirements. Schedules and coordinates routine maintenance of the application database. Designs and develops database formats utilizing data requirements derived from application analysis. Documents application database and structure to provide substantial support for statements made or applications proposed. Ensures database integrity by setting up database backup and recovery procedures. Coordinates training for application personnel, including various aspects of database usage. Requires a thorough understanding of both theoretical and practical aspects of an analytical, technical or professional discipline; or the basic knowledge of more than one professional discipline.

Knowledge:

Knowledge of the discipline that would normally be obtained through a formal 4-year degree in Computer Science, Mathematics, Management & Information Systems from a college or university or an equivalent in-depth specialized training program that is directly related to the type of work being performed.

Microsoft Word, ACCESS, Excel, WordPerfect, and Microcomputer Project Management software.

Mapper software education and training required at those appropriate City Data Centers

Minimum Experience Required:

Four years' experience in data processing including systems analysis, design, programming and implementation, data base application and management are required. Must have good oral and written skills.

Preferred Special Skills:

Experience in VB.NET, ASP.NET, Access, SQL Server, and Crystal Reports is required. Must be able to configure Web Servers using either Apache or Microsoft IIS. Microsoft Certification for MCSD/MCAD and exposure to Oracle software is preferred. Must have excellent written and presentation skills.

Experience developing in a variety of database environments, such as American Management Systems CORE, COBOL, CICS, NATURAL, ADABAS, MAPPER, PREDICT, MVS, TSO, JCL, and project management.

Must be able to develop procedures and standards related to a variety of database environments. Must be able to plan projects using MS Project or other planning tools. Good written and oral communications skill.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: WEB DEVELOPER

The City of Houston is seeking an experienced programmer/analyst to join our team for designing, developing, maintaining Intranet and Internet Web sites. Candidate must have a solid understanding of object-oriented concepts, and experience in VB.NET, ASP.NET, Access, SQL Server, and Crystal Reports is required. Must be able to configure Web Servers using either Apache or Microsoft IIS. Must have programming experience with DreamWeaver. Microsoft Certification for MCSD/MCAD and exposure to Oracle software is preferred. Candidate must have excellent troubleshooting, debugging and Documentation Skills.

Knowledge:

Requires a Bachelor's Degree in Computer Science, Mathematics, Management and Information Systems or a closely related field.

Minimum Experience Required:

Three years of experience in systems analysis design, programming and or related field are required. Directly related professional experience may be substituted for the education requirement on a year-for-year basis.

Preferred Special Skills:

Experience in VB.NET, ASP.NET, Access, SQL Server, and Crystal Reports is required. Must be able to configure Web Servers using either Apache or Microsoft IIS. Microsoft Certification for MCSD/MCAD and exposure to Oracle software is preferred. Must have excellent written and presentation skills.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SENIOR SYSTEMS SUPPORT ANALYST - APPLICATION DEVELOPMENT

Provides complex support for all life cycle phases for mainframe and client/server applications. Initiates and maintains procedures for reporting on system administration and utilization. Obtains information as to user needs and participates in decisions of necessary courses of action. Initiates projects or services for the generation, modification and maintenance of software. May develop and assist users in the definition of relational database and client/server requirements for all proposed systems and system modifications. Acts as liaison with the computer manufacturer. Prepares standards and procedures with respect to system software. Provides assistance to applications programmers and analysts on the usage of available resources in relation to software and hardware. Designs, writes, codes and implements computer programs. Provide assistance in resolving problems between programming and computer operating staffs. This position requires a thorough understanding of both theoretical and practical aspects of an analytical or professional discipline; or the basic knowledge of more than one professional discipline.

Knowledge:

Requires a Bachelor's degree in Computer Science, Mathematics, Management and Information Systems (MIS) or a closely related field. Microsoft Word, ACCESS, Excel, or WordPerfect software packages

Minimum Experience Required:

Three + years experience in change management, maintenance and operating systems software support. Must have good oral and written communication skills. Knowledge of the discipline would normally be obtained through a formal 4-year degree in Computer Science or closely related field from a college or university or an equivalent in-depth specialized training program that is directly related to the type of work being performed

Preferred Special Skills:

Experience in a variety of technical environments. Experience in change management process, systems documentation procedures, COBOL, CICS, NATURAL, ADABAS, TSO and JCL.

Must be able to plan projects using a variety of planning tools, such as MS Project. Must have good writing skills. Must be able to develop procedures and standards relating to the various technical environments.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SYSTEMS CONSULTANT - APPLICATIONS DEVELOPMENT

Plans and performs systems analysis, design, programming, testing, maintenance, and quality assurance activities to provide technical expertise in the areas of system support and development of major data processing applications. Provides user support in the areas of PC terminal hardware/software installations, operations and maintenance. Maintains a department-wide overview of application systems to ensure systems will integrate and interface, avoiding duplications. Reviews general controls and operating system integrity for computer installations. Develops user guides, operating manuals and procedures for developed systems. Provides technical advice regarding the identification and resolution of system problems. Reviews and investigates application systems to diagnose problems and offer solutions. Prepares project reports and system documentation for management reviews and presentations. This position requires a thorough understanding of both theoretical and practical aspects of an analytical, technical or professional discipline; or the basic knowledge of more than one professional discipline.

Knowledge:

Bachelor Degree in Computer Science, Business Administration, Mathematics, Engineering or closely related field. Microsoft Word, ACCESS, Excel, WordPerfect, and Microsoft Project.

Minimum Experience Required:

Five years experience in programming and systems analysis. Must have good oral and written communication skills. Prefer experience in payroll, personnel, financial, purchasing and inventory systems. Knowledge of the discipline would normally be obtained through a formal 4-year degree in Computer Science or closely related field from a college or university or an equivalent in-depth specialized training program that is directly related to the type of work being performed.

Preferred Special Skills:

Experience in a variety of technical environments. Must have worked and developed in large systems, with various applications. Experience using American Management Systems CORE, COBOL, CICS, NATURAL, ADABAS, TSO, JCL and project management. Other large applications experience is favorably considered.

Must be able to develop project plans using MS Project or other planning tools. Must have good written and oral communication skills. Must be able to develop procedures and standards relating to the technical environment.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: NETWORK ADMINISTRATOR (WAN/LAN)

Performs complex, highly skilled technical work in the installation, operation, maintenance, troubleshooting and repair of Wide Area Network (WAN) and Local Area Network (LAN) equipment. Diagnoses data communications system failures; interfaces with vendors to resolve problems with various types of data communications system. Evaluates network design to make recommendations for improvement or performance, coordinates and provides training for installation, documentation and operation of network equipment. Repairs and calibrates all components of a communication network; troubleshoots and repairs both digital and analog electronic equipment to the component level.

Knowledge:

Associates degree or an equivalent in-depth specialized training program that is directly related to the type of work being performed (i.e., referred Electrical or Computer Science or Science Engineering). MSCE or CCNA preferred.

Minimum Experience Required:

Three years of experience in the following:

Experience in system analysis, design, implementation and administration of Wide Area Network (WAN) and Local Area Network (LAN).

Experience with complex cable plants in various environments such as IBM/Amdahl mainframe, AS/400, Hewlett Packard 3000, DEC VAX, SCADA, PBX

Preferred Special Skills:

Experience with project management timelines; cable layout logs; wiring closet assembly for PBX, LAN/WAN networks; and coordination, negotiation and support of customers in complex and varied environments. Knowledge of Netware, Windows 95/98/NT/2000/XP products inclusive of Office 97/2000/XP/2003.

Experience with various circuit installations. Installed, configured, and maintained Cisco routers and WAN/LAN switches in series R2500 and CAT 1900/3600, configured and maintained 3Com routers and WAN/LAN switches in series NB I/II, CS2600/3000, LS3000. Installed, configured and maintained large cable plants

Experienced with various circuit installations such as DSU/CSU, T1, 56K, T3, multiplexes, ISDN. Installed, configured, and maintained routers and WAN/LAN switches from various vendors.

Working knowledge of 3COM Routers and CISCO products.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SENIOR NETWORK ADMINISTRATOR (WAN/LAN)

Provide technical support and/or manages the operation of a major Wide Area Network (WAN) and Local Area Network (LAN). Coordinates various functions of wide and local networks and works with users during implementation phase. Develops system specifications and quality control; defines requirements for networks systems; evaluates vendor hardware and software to determine suitability for users. Designs forms, reports and network designs to meet user requirements. Applies technology to requirements and researches and evaluates network designs. Coordinates and maintains current materials and encourages use of products available. Acts as liaison with specified areas and confers to define problems, trains users on capabilities of systems.

Knowledge:

Requires a Bachelor's degree in Computer Science, Mathematics, Management and Information Systems (MIS) or a closely related field. CCNA or CNE preferred.

Minimum Experience Required:

Five years of experience in the following:

Experience in system analysis, design, implementation and administration of Wide Area Network (WAN) and Local Area Network (LAN).

Experience with complex cable plants in various environments such as IBM/Amdahl mainframe, AS/400, Hewlett Packard 3000, DEC VAX, SCADA, PBX

Preferred Special Skills:

A sound working knowledge of various LAN and WAN topologies and protocols. Ability to develop and implement strategies for integrating various systems and networks into NT/2000/2003 and/or NetWare environments. Knowledge of Netware, Windows 95/98/NT/2000/XP products inclusive of Office 97/2000/XP/2003.

Experience with various circuit installations. Installed, configured, and maintained Cisco routers and WAN/LAN switches in series R2500 and CAT 1900/3600, configured and maintained 3Com routers and WAN/LAN switches in series NB I/II, CS2600/3000, LS3000. Installed, configured and maintained large cable plants

Experienced with various circuit installations such as DSU/CSU, T1, 56K, T3, multiplexes, ISDN. Installed, configured, and maintained routers and WAN/LAN switches from various vendors.

Must be able to develop project plans using MS Project or other planning tools. Must have good written and oral communication skill. Must be able to develop procedures and standards for a variety of technical environments.

Working knowledge of 3COM Routers and CISCO products.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SYSTEMS CONSULTANT – NETWORK SECURITY

Responsible for designing, developing, maintaining, and monitoring IT security solutions. Understanding of security standards, policy development, security infrastructure design principles, security event & network management is required. Experience is required with network security, wireless security, platform hardening, intrusion detection, application security, PKI, management tools, and security assessments / resolution. Must be able to configure various management tools for security event reporting, filtering, & escalation for servers, workstations, & network devices on Microsoft & Novell platforms and Cisco equipment. Must have implementation experience with firewalls, IDS devices, network probes, & VPNs. Must have implementation experience with wireless data & voice security solutions. Microsoft certifications regarding Network Security Design & Active Directory are preferred. CISSP, CISA, or CPP certifications are beneficial. Candidate must have excellent troubleshooting, problem resolution and documentation skills.

Knowledge:

Requires a Bachelor's Degree in Computer Science, Mathematics, Management and Information Systems or the job specific professional experience may be substituted for this requirement on a year-for-year basis.

Minimum Experience Required:

Five years of experience in IT security solutions' analyses & design are required. Seven years of implementation; assessment / resolution; or monitoring are required. Job specific IT security experience may be substituted for this requirement on a year-for-year basis. Job specific professional experience may be substituted for the educational requirement on a year-for-year basis.

Preferred Special Skills:

Experience in security planning & disaster recovery; security protocols; access, authorization, & authentication controls; security oversight roles & IRT management is preferred. Security implementation experience with Microsoft & Novell platforms is required. Experience with security standards & familiarity with the IT security standards organizations is necessary. Teaching or authoring background in security concepts and project management of the implementation of security solutions is a plus. MS Active Directory security experience, and security certifications experience are beneficial but not required.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SYSTEMS ADMINISTRATOR – IP Telephony (VOIP)

Responsible for designing, developing, implementing, maintaining, and monitoring IP Telephony solutions. Understanding of server management, voice communications, data networks & IP Telephony is required. Experience is required with IP Telephony systems, Microsoft Windows platform, Cisco Call Manager, network infrastructure and basic server support. Must be able to configure Cisco IP Telephony applications to support existing and new IP Telephony deployments. Microsoft certifications regarding Active Directory and related Cisco certifications are preferred. Candidate must have excellent troubleshooting, problem resolution and documentation skills.

Knowledge:

Requires a Bachelor's Degree in Computer Science, Mathematics, Management and Information Systems or the job specific professional experience may be substituted for this requirement on a year-for-year basis.

Minimum Experience Required:

Four years of experience in IP Telephony analyses, support & design are required. Job specific professional experience may be substituted for the educational requirement on a year-for-year basis.

Preferred Special Skills:

Experience with the current Cisco IP Telephony products as well as experience with Cisco switches and routers is preferred.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SYSTEMS ADMINISTRATOR – Server Administrator

Responsible for designing, developing, implementing, maintaining, and monitoring servers. Understanding of server management, IP Services (DNS, DHCP, WINS) and multiple network operating systems is required. Experience is required with Microsoft Windows platform, Active Directory, IP services, clustering, storage area networks (SAN) and server support. Must be able to configure servers to meet specifications, support servers of diverse functionality, and trouble shoot operating system and server hardware. Must be able to configure and maintain File, Print and Scan Servers. Network operating system and hardware vendor certifications are preferred. Candidate must have excellent troubleshooting, problem resolution and documentation skills.

Knowledge:

Requires a Bachelor's Degree in Computer Science, Mathematics, Management and Information Systems or the job specific professional experience may be substituted for this requirement on a year-for-year basis.

Minimum Experience Required:

Four years of experience in server management, analyses & design are required. Job specific professional experience may be substituted for the educational requirement on a year-for-year basis.

Preferred Special Skills:

Experience with Active Directory, Linux, SAN and clustering is preferred as well as experience managing large environments of 100 servers or more across a WAN.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SYSTEMS ADMINISTRATOR – Exchange Administrator

Responsible for designing, developing, implementing, maintaining, and monitoring Microsoft Exchange Messaging Systems. Understanding of server management, IP Services (DNS, DHCP, WINS), Active Directory and messaging is required. Experience is required with Microsoft Windows platform, Active Directory, IP services, Outlook, Exchange 2003 or higher, and wireless handhelds that support e-mail. Must be able to configure Exchange system to meet messaging requirements, support Exchange application, and troubleshoot messaging problems. Microsoft certifications are preferred. Candidate must have excellent troubleshooting, problem resolution and documentation skills.

Knowledge:

Requires a Bachelor's Degree in Computer Science, Mathematics, Management and Information Systems or the job specific professional experience may be substituted for this requirement on a year-for-year basis.

Minimum Experience Required:

Four years of experience in Exchange management, analyses, design and support are required. Job specific professional experience may be substituted for the educational requirement on a year-for-year basis.

Preferred Special Skills:

Experience with migration from previous Exchange versions is a plus. Experience with Blackberry Enterprise Server and other handheld devices that interface with a cooperate e-mail system are preferred.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: IT PROJECT MANAGER

Plans and manages the development and implementation of one or more large systems; oversees a systems project from inception and project definition, to implementation and post-implementation analysis and planning. Manages the development of the implementation strategy, determining implementation mode – ERP, Best of Breed, buy/build/services – and documents the strategy. Communicates strategy to diverse groups of technical and non-technical personnel. Manages the preparation of budgets and plans, for all resources required for the projects, including personnel, equipment, applications, services, communications equipment and software, and ongoing systems support requirements. Manages the relationships with vendors of hardware, software, communications systems, services, and evaluates each; manages vendor(s) selection; manages contract negotiations. Monitors project budgets and plans, insuring quality and timeliness of project deliverables, and communicating issues and status as required for successful completion. Develops the project teams, assigns resources, develops status reports, and assures compliance with requirements.

Knowledge:

Requires a Bachelor's degree in Computer Science, Business Administration, Mathematics or a closely related field.

Minimum Experience Required:

Five years experience in large systems implementation and development. Must have had a major role in several large systems implementation projects.

Ability to communicate with diverse professional people, to address complex subjects and situations, and to articulate in well-understood narratives. Experience in reducing complex system issues into concise elements understood by a non-system-oriented audience

Preferred Special Skills:

Background in lead role in large systems projects; bachelor's degree or better, training in management roles in the governmental systems environment.

Knowledge of team development and dynamics, ability to lead the various teams required for large systems projects.

Knowledge of project management tools, such as Microsoft Office applications and Microsoft Project. Marketing to a large non-technical constituency.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: INFORMATION TECHNOLOGY PERSONNEL

JOB TITLE: SENIOR IT PROJECT MANAGER

Assists the Assistant Director, Deputy Director and/or Director of the Information Technology Department in overseeing and evaluating all aspects of the planning, development and implementation of large information systems for the City; oversees and evaluates systems projects from inception and project definition to implementation and post-implementation analysis and planning. Includes all phases, such as project development, implementation strategy, planning and support, system requirements, implementation options analysis, procurement, conversion planning and operational support requirements.

Plans and manages the development and implementation of one or more large systems; oversees a systems project from inception and project definition, to implementation and post-implementation analysis and planning. Manages the development of the implementation strategy, determining implementation mode – ERP, Best of Breed, buy/build/services – and documents the strategy. Communicates strategy to diverse groups of technical and non-technical personnel. Manages the preparation of budgets and plans, for all resources required for the projects, including personnel, equipment, applications, services, communications equipment and software, and ongoing systems support requirements. Manages the relationships with vendors of hardware, software, communications systems, services, and evaluates each; manages vendor(s) selection; manages contract negotiations. Monitors project budgets and plans, insuring quality and timeliness of project deliverables, and communicating issues and status as required for successful completion. Develops the project teams, assigns resources, develops status reports, and assures compliance with requirements.

Knowledge:

Requires a Bachelor's degree in Computer Science, Business Administration, Mathematics or a closely related field.

Minimum Experience Required:

Seven years progressively responsible experience in large systems implementation and development, with three of the years in a supervisory capacity, are required. Must have had a major role in several large systems implementation projects.

Ability to communicate with diverse professional people, to address complex subjects and situations, and to articulate in well-understood narratives. Experience in reducing complex system issues into concise elements understood by a non-system-oriented audience

Preferred Special Skills:

Background in lead role in large systems projects; bachelor's degree or better, training in management roles in the governmental systems environment.

Knowledge of team development and dynamics, ability to lead the various teams required for large systems projects.

Knowledge of project management tools, such as Microsoft Office applications and Microsoft Project. Marketing to a large non-technical constituency.

EXHIBIT 3

COST OF SERVICES

ATTACHMENT 3-A
Contract Rates

ATTACHMENT 3-B
Payrolling Mark-up

ATTACHMENT 3-C
Specialized Mark-up

ATTACHMENT 3-D
Drug Test Charge

ATTACHMENT 3-1
Position Type Definitions

ATTACHMENT 3-2
Temporary Services Utilization

INFORMATION TECHNOLOGY STAFFING SERVICES
2006 PROPOSAL CONTRACT POSITIONS RATE REQUEST
PLEASE PROVIDE THE INFORMATION REQUESTED BELOW IN COLUMNS B THROUGH E

Proposer: _____

A		B	C							D	E
POSITION TITLE		PAYRATE \$	MARKUP RATE DISCLOSURE BY %							BILL RATE \$	# OF PERSONNEL AVAILABLE
			FICA	SUTA	FUTA	W.C.	OTHER	PROFIT	TOTAL MARKUP		
Help Desk Coordinator	4		%	%	%	%	%	%	%		
Senior Help Desk Coordinator	4		%	%	%	%	%	%	%		
Telecommunications Specialist	4		%	%	%	%	%	%	%		
Senior Desktop Support Analyst	4		%	%	%	%	%	%	%		
Senior Communications Technician	4		%	%	%	%	%	%	%		
Senior Computer Operator	4		%	%	%	%	%	%	%		
Software Systems Programmer (Mainframe)	4		%	%	%	%	%	%	%		
Programmer/Analyst	4		%	%	%	%	%	%	%		
Senior Programmer/Analyst	4		%	%	%	%	%	%	%		
Senior Systems Support Analyst - Application Development	4		%	%	%	%	%	%	%		
Data Base Administrator - Microcomputer Environment	4		%	%	%	%	%	%	%		
Data Base Administrator - Application Environment	4		%	%	%	%	%	%	%		
Web Developer	4		%	%	%	%	%	%	%		
Senior Systems Support Analyst - Application Development	4		%	%	%	%	%	%	%		
Network Administrator (LAN/WAN)	4		%	%	%	%	%	%	%		
Senior Network Administrator (LAN/WAN)	4		%	%	%	%	%	%	%		
Systems Consultant - Network Security	4		%	%	%	%	%	%	%		
Systems Administrator - IP Telephony (VOIP)	4		%	%	%	%	%	%	%		
Systems Administrator - Server Administrator	4		%	%	%	%	%	%	%		
Systems Administrator - Exchange Administrator	4		%	%	%	%	%	%	%		
IT Project Manager	4		%	%	%	%	%	%	%		
Senior IT Project Manager	4		%	%	%	%	%	%	%		

"No Bid" on this rate sheet requires an explanation.

4. Information Technology

**INFORMATION TECHNOLOGY STAFFING SERVICES
2006 PROPOSAL PAYROLLING MARKUP RATE REQUEST**

Proposer: _____

The City of Houston is requesting markup rates in regards to providing payrolling services in FY2007. Payrolling will occur in the Information Technology area.

Please indicate the payrolled personnel markup percent and breakdown the cost under the Markup Rate Disclosure.

Markup Rate Disclosure

FICA	_____	%
SUTA	_____	%
FUTA	_____	%
WC	_____	%
OTHER	_____	%
PROFIT	_____	%
Total Markup	_____	%

(This must be the same percent on all payrolling personnel requested from your agency).

**INFORMATION TECHNOLOGY STAFFING SERVICES
2006 PROPOSAL SPECIALIZED PERSONNEL MARKUP RATE REQUEST**

Proposer: _____

Please indicate the specialized personnel markup percent and breakdown the cost under the Markup Rate Disclosure.

Markup Rate Disclosure

FICA	_____	%
SUTA	_____	%
FUTA	_____	%
WC	_____	%
OTHER	_____	%
PROFIT	_____	%
Total Markup	_____	%

(This must be the same percent on all specialized personnel requested from your agency).

**INFORMATION TECHNOLOGY STAFFING SERVICES
2006 PROPOSAL DRUG TEST CHARGE**

Proposer: _____

Proposer must provide a rate associated with drug testing those temporaries requested by the City of Houston on the job ordering form.

The drug testing rate: _____

(minimum 5 panel screen is required)

Job Order Methods and Position Type Definitions

Contract Rates provided on Attachment 3-A, Contract Rates and Mark-Up.

Defined by the Job Descriptions provided in Exhibit 2. The contracting firm will staff, suitably screen and timely provide dependable temporary employees who at a minimum meet the defined job description requirements.

Payrolling Rates provided on Attachment 3-B, Payrolling Mark-Up.

Defined as the process of allowing the City of Houston to refer qualified personnel for temporary employment for any reason or length of time with a contracting firm. The contracting firm will prepare payroll checks, make necessary deductions and take care of payroll taxes and insurance required by federal, state or local jurisdictions.

- **Information Technology staffing positions** are those assigned to provide information systems and network communications support such as infrastructure planning primary applications, systems development, systems and network analysis, LAN/WAN networks, and associated hardware and software. Examples: LAN Specialist, Computer Operator, and Information Systems Project Manager.

*This is not an inclusive list.

Specialized Personnel Rates provided on Attachment 3-C, Specialized Mark-Up.

Defined as workers recruited by the contracting firm with special skills who may be needed to fill a particular position on a one-time or infrequent basis, and the position request to be filled is not identified in Exhibit 2 Contract Position Title Descriptions or Attachment 3-A Contract Rates.

**INFORMATION TECHNOLOGY STAFFING RESOURCES UTILIZATION
BY POSITION TYPE AND AGREEMENT CATEGORIES
Attachment 3-2a**

Position Type	Requests	Hours
INFORMATION TECHNOLOGY	100%	100%
Contract	28%	18%
Payroll	35%	42%
Specialized	37%	40%
	100%	100%
Total Program	100%	100%

Based on approx. 150 requests and 33,000 hours

**INFORMATION TECHNOLOGY STAFFING RESOURCES UTILIZATION
BY MAJOR CATEGORY AND POSITIONS**

Attachment 3-2c

NAME	% SPENT	AVG ASSIGNMENT
INFORMATION TECHNOLOGY		
COMPUTER OPERATOR	19%	10.5 week(s)
INFORMATION SYSTEMS PROJECT MGR	18%	10.3 week(s)
SENIOR MICROCOMPUTER ANALYST	13%	9.4 week(s)
TECHNICAL HARDWARE ANALYST I	10%	7.9 week(s)
TECHNICAL HARDWARE ANALYST II	9%	7.0 week(s)
SYSTEMS SUPPORT ANALYST I	8%	9.7 week(s)
SENIOR PROGRAMMER ANALYST	5%	5.3 week(s)
SYSTEMS CONSULTANT-APPL DEVE	5%	11.2 week(s)
TELECOMMUNICATIONS SPECIALIST	3%	10.0 week(s)
MICROCOMPUTER ANALYST	3%	4.8 week(s)
SENIOR SYSTEMS SUPPORT ANALYST -APPL	3%	7.1 week(s)
WEBMASTER	2%	5.1 week(s)
PROGRAMMER ANALYST I	2%	9.3 week(s)
GIS ANALYST	1%	4.3 week(s)
	100%	8.0 week(s)
CATEGORY/POSITIONS - ALL	100%	8.0 week(s)

EXHIBIT 4

INSURANCE REQUIREMENTS

ATTACHMENT 4-A

Sample Insurance Certificate

ATTACHMENT 4-B

Indemnification

CITY OF HOUSTON

INSURANCE REQUIREMENTS FOR CONTRACTS

To comply with the terms and conditions for insurance in a City of Houston contract, the Contractor's insurance certificate must be prepared as follows:

- A. The City of Houston must be listed as an additional insured on the face of the certificate.
 - B. The City of Houston must be included in the insurer's notification requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's insurance agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-out, additions, and changes to the original text, must all be initialed by the insurance agent authorized to make such changes.):
-

CANCELLATION:

J.D.
OR MATERIALLY ALTERED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED
BEFORE THE



J.D.

EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL~~
30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER

NAMED [TO THE LEFT], ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO~~
~~OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR~~
~~REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE OF INSURER John Doe "

- OR -

- 2. By adding the following to the Special Items area of the policy:

"THE TERMS OF THE POLICIES DESCRIBED BY THIS CERTIFICATE AS TO
ADVANCE NOTIFICATION OF CANCELLATION OR MATERIAL CHANGE ARE IN
COMPLIANCE WITH THE CONTRACT TERMS BETWEEN THE CITY OF HOUSTON
AND THE INSURED FOR THE PROJECT OR SERVICE COVERED BY THIS
CERTIFICATE AND SUCH ADVANCE NOTIFICATION WILL BE PROVIDED TO
THE CITY OF HOUSTON."

SAMPLE FOR AWARD OVER \$15,000.00

ACORD. CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

SAMPLE FORM

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos () Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation. Material alteration on cancellation notice as shown below.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – Human Resources Department
ATTN: Lonnie Vara, Director
611 Walker, 4th Floor
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

INDEMNIFICATION

RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTIONS, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATIONS, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE

ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

**INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE
SECRET INFRINGEMENT)**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY, BY ANY PARTY, INCLUDING, CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH PRODUCTS BOTH PARTIES AGREE ARE

COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

EXHIBIT 5

AFFIDAVIT OF OWNERSHIP/CONTROL

ATTACHMENT 5-A Affidavit Form

Orig. Dept.: _____

File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §
 COUNTY OF _____ §

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY]
 of _____ [CONTRACTING
 ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath
 stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with
 _____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$25,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. ***[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]***

Contracting Entity

Name: _____

Business Address *[No./STREET]* _____*[CITY/STATE/ZIP CODE]* _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____Residence Address *[No./STREET]* _____*[CITY/STATE/ZIP CODE]* _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____**5% Owner(s) (IF NONE, STATE "NONE.")**

Name: _____

Business Address *[No./STREET]* _____*[CITY/STATE/ZIP CODE]* _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____Residence Address *[No./STREET]* _____*[CITY/STATE/ZIP CODE]* _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

Orig. Dept.: _____

File/I.D. No.: _____

6. Optional Information

Contracting Entity and/or _____ **[NAME OF OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status _____ of _____ Appeal **[DESCRIBE]**

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

EXHIBIT 6

REFERENCES

ATTACHMENT 6-A Bank References

ATTACHMENT 6-B Business References

Attachment 6-A

BANK REFERENCE

Bank Name _____

Bank Address _____

Contact Person _____

Telephone Number _____

BUSINESS REFERENCE FORM
(Provide 4 Business References)

Business Name	_____
Business Address	_____
Contact Person	_____
Telephone Number	_____
Type of Business	_____

For the named business above and within the last calendar year, provide the number of temporary employees providing the following services:

- | | |
|--|-------|
| 1. Application Programmers and Administration Services | _____ |
| 2. Desktop Support Services | _____ |
| 3. Server Services | _____ |
| 4. Network Infrastructure | _____ |

*** Attach letter of reference to each form.**

EXHIBIT 7

DRUG DETECTION & DETERRENCE PROCEDURES

ATTACHMENT A Drug Policy Compliance Agreement

ATTACHMENT B Drug Policy Compliance Declaration

ATTACHMENT C Contractor's Certification of No Safety Impact Positions

CITY OF HOUSTON
DRUG DETECTION AND DETERRENCE PROCEDURE

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

DRUG POLICY COMPLIANCE AGREEMENT

ATTACHMENT A

I, _____ as an owner or officer of _____

(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date _____

Contractor Name

Signature

Title

Title

**Contractor's Certification Of No Safety Impact Positions
In Performance Of A City Contract**

ATTACHMENT C

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS
ATTACHMENT D**

I _____ as an owner or officer of
(NAME)(PRINT/TYPE)

_____ (Contractor)
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTORS' NAME

SIGNATURE

TITLE

EXHIBIT 8

FAIR CAMPAIGN ORDINANCE

FORM A-CONTRACTOR SUBMISSION LIST

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, all partners of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

FORM A
CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint ventures having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

[] **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

[] **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

[] **A CORPORATION**

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE")

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Address

Name _____
Address

Name _____
Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

8/23/01

EXHIBIT 9

TRANSMITTER REPORT

FORM 6559

Instructions for Forms 6559 and 6559-A

Form 6559 is used to identify the transmitter of a magnetic media file. For form W-2 magnetic media reporting, a FILE is a report that begins with a Code A-Transmitter record and ends with a Code F-Final record. Prepare a Form 6559 for each separate magnetic media file being transmitted. Send Form 6559 and the magnetic media file, ALL IN THE SAME PACKAGE, to:

Via the U S Postal Service

Tapes & Cartridges

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West P.O.
Box 33009 Baltimore, MD
21290-3009

Diskettes

Social Security Administration
AWR Magnetic Media
Processing 5-F-1 7, N B, Metro
West P.O. Box 33014 Baltimore,
MD 21290-3014

Via carrier OTHER than the U S Postal Service

Tapes & Cartridges

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West 300 N.
Greene Street Baltimore, MD
21290

Diskettes

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West 300 N.
Greene Street Baltimore, MD
21290

If you want us to acknowledge receipt of your report, send the report by Return Receipt Requested.

Use Form 6559-A, Continuation Sheet for Form 6559, whenever your magnetic media report includes more than two employers, to complete the required Item 11 blocks for additional employers.

Each Form 6559 can transmit only one type of data: W-2 Copy A or W-2c for W-2. Only one type of data can be reported on any one file and must be in the same order as reported on the magnetic file.

Specific instructions for Form 6559

Indicate whether this file contains Form W-2 data for employees residing in the United States or in any of the U.S. territories or possessions (Puerto Rico, Guam, American Samoa, Virgin Islands) or the Commonwealth of the Northern Mariana Islands (CNMI). Check the block marked "Other" to indicate that the file contains Form W-2 data for employees residing in territories, possessions, or the CNMI Form W-2 data for territorial employees must not be included in the same report with U.S. employees.

Item 2 - Enter the 9-digit EIN assigned by IRS to the transmitter.

Item 3 - Indicate if tapes, cartridges or diskettes are covered by this transmittal, e.g., ' 4 diskettes' (SSA does not accept multi-volume tapes/cartridges),

Item 6 - Enter the inventory number of each tape or diskette in this file. The inventory number is any type of identification number assigned by the transmitter to a tape, cartridge or diskette for the transmitter's own purposes. If this is a multi-volume diskette file, list the inventory number in order.

Item 7 - Indicate whether this file contains original or corrected W-2 data. If you are submitting a file that replaces a file that SSA originally could not process, check the form type marked "Resubmittal." If you are submitting a file to explain differences between IRS and SSA records based on receipt of a letter from SSA, check the form type marked "Reconciliation." Check only one box.

Item 11 - Complete an Employer Summary of Form W-2 Magnetic Media Wage and Tip Information" (Item 11) for each employer for which information is being reported. If data for more than two employers is being reported, use the additional Item 11 blocks on Form 6559-A.

MQGE (Medicare Qualified Government Employee) Box - Check this box if you are a U.S., State, Puerto Rico, Virgin Islands, or local agency with employees subject only to the 1.45% hospital insurance benefits (Medicare) tax.

Other EIN box - If during the year you used an employer identification number (EIN) that is different from the one entered in the "Employer Identification Number" box, enter the other EIN used. If you used more than one prior EIN, show only the latest prior EIN.

NOTE: Only the number of Forms W-2 filed for an employer and the eight money fields listed (Social security wages; Social security tips; Wages, tips and other compensation; Federal income tax withheld; Social security tax withheld; Medicare wages and tips; Medicare tax withheld); and Advance Earned Income Credit are required to be completed on line 11 of Forms 6559 and 6559-A. Even though the other money fields are not required on Form 6559, they MUST be included on the magnetic media report. See the instructions for Forms W-2 and W-3 for information on the requirements for reporting specific money field amounts.

Substitute Forms 6559 and 6559-A. Filers may use privately printed or computer-generated substitutes for Forms 6559 or 6559-A that closely follow the government printed form. Approval is not required for the use of substitute Forms 6559 or 6559-A. However, the general layout and format of the official form must be followed.

CAUTION: Penalties may be imposed for filing incorrect reports. The amounts entered on this form should match the totals on your magnetic media report and the totals reported to IRS on Forms 941, or 943 for the tax year.

Paperwork Reduction Act Notice

We ask for the information on these forms to carry out the Internal Revenue laws of the United States. We need this information to ensure that taxpayers are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue Law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The time needed to complete and file these forms will vary depending on individual circumstances. The estimated average time for Form 6559 is 15 minutes and for Form 6559-A is 15 minutes.

If you have comments concerning the accuracy of these time estimates or suggestions for making these forms simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Attention: Tax Forms Committee, Western Area Distribution Center Rancho Cordova, CA 95743-0001. Please do not send Forms 6559 or 6559-A to this office. Instead, send them to the address shown at the top of this page.

Form 6559-A (Rev. June 2003) Department of the Treasury Internal Revenue Service	Continuation Sheet for Form 6559 (Transmitter Report and Summary of Magnetic Media)		OMB No. 1545-0441	
	See Form 6559 for instructions on how to complete this continuation sheet		Tax Year (19____ or 20____)	Page _____ of _____

. Name and address of transmitter	Employer identification number (EIN) of transmitter (<i>must be enter</i>)
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11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information <table border="1"> <tr> <td colspan="2">Name of employer</td> <td>Check if MQGE <input type="checkbox"/></td> </tr> <tr> <td>Employer identification number</td> <td colspan="2">Other EIN</td> </tr> <tr> <td colspan="3" style="text-align: center;">Total Amount of Form W-2 Fields</td> </tr> <tr><td>Number of Forms W-2</td><td colspan="2"></td></tr> <tr><td>Social security wages</td><td colspan="2">\$</td></tr> <tr><td>Social security tips</td><td colspan="2">\$</td></tr> <tr><td>Wages, tips, other compensation</td><td colspan="2">\$</td></tr> <tr><td>Federal income tax withheld</td><td colspan="2">\$</td></tr> <tr><td>Social security tax withheld</td><td colspan="2">\$</td></tr> <tr><td>Medicare wages and tips</td><td colspan="2">\$</td></tr> <tr><td>Medicare tax withheld</td><td colspan="2">\$</td></tr> <tr><td>Advance Earned Income Credit</td><td colspan="2">\$</td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> </table>	Name of employer		Check if MQGE <input type="checkbox"/>	Employer identification number	Other EIN		Total Amount of Form W-2 Fields			Number of Forms W-2			Social security wages	\$		Social security tips	\$		Wages, tips, other compensation	\$		Federal income tax withheld	\$		Social security tax withheld	\$		Medicare wages and tips	\$		Medicare tax withheld	\$		Advance Earned Income Credit	\$																				11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information <table border="1"> <tr> <td colspan="2">Name of employer</td> <td>Check if MQGE <input type="checkbox"/></td> </tr> <tr> <td>Employer identification number</td> <td colspan="2">Other EIN</td> </tr> <tr> <td colspan="3" style="text-align: center;">Total Amount of Form W-2 Fields</td> </tr> <tr><td>Number of Forms W-2</td><td colspan="2"></td></tr> <tr><td>Social security wages</td><td colspan="2">\$</td></tr> <tr><td>Social security tips</td><td colspan="2">\$</td></tr> <tr><td>Wages, tips, other compensation</td><td colspan="2">\$</td></tr> <tr><td>Federal income tax withheld</td><td colspan="2">\$</td></tr> <tr><td>Social security tax withheld</td><td colspan="2">\$</td></tr> <tr><td>Medicare wages and tips</td><td colspan="2">\$</td></tr> <tr><td>Medicare tax withheld</td><td colspan="2">\$</td></tr> <tr><td>Advance Earned Income Credit</td><td colspan="2">\$</td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> <tr><td> </td><td colspan="2"></td></tr> </table>	Name of employer		Check if MQGE <input type="checkbox"/>	Employer identification number	Other EIN		Total Amount of Form W-2 Fields			Number of Forms W-2			Social security wages	\$		Social security tips	\$		Wages, tips, other compensation	\$		Federal income tax withheld	\$		Social security tax withheld	\$		Medicare wages and tips	\$		Medicare tax withheld	\$		Advance Earned Income Credit	\$																			
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EXHIBIT 10

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Sec. 15-17. Equal employment opportunity clause.

All contracts entered into by the city involving the expenditure of ten thousand dollars (\$10,000) or more of City funds ("non-exempt City contracts") shall incorporate an equal employment opportunity clause, which shall read as follows:

"EQUAL EMPLOYMENT OPPORTUNITY

- "1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this equal employment opportunity clause.
- "2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.
- "3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contracts or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers; representative of the contractor's and subcontractor's commitments under section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- "4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other federal agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the mayor and/or contractor compliance officer(s) for purposes of investigation to ascertain and effect compliance with this program.
- "5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate city and federal officials for

purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information

as to the employment practice policies, program, and workforce statistics of the contractor, subcontractor, vendor, supplier, or lessee.

"6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further city contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said executive order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

"7. The contractor shall include the provisions of paragraphs 1-8 of this equal employment opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965 so that such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

"8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the city in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the contractor and each subcontractor."

(Code 1968, § 2-292; Ord. No. 78-1538, § 1(2), 8-9-78)

EXHIBIT 11

ANTI-COLLUSION STATEMENT

EXHIBIT 11

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

Date

Proposer Signature

EXHIBIT 12

CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date